

1 The Honorable James L. Robart
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8 UNITED STATES DISTRICT COURT
9 FOR THE WESTERN DISTRICT OF WASHINGTON
10 AT SEATTLE

11 MICROSOFT CORPORATION, a Washington
12 corporation,

13 Plaintiff,

14 v.

15 MOTOROLA, INC. MOTOROLA MOBILITY
16 LLC, and GENERAL INSTRUMENT
17 CORPORATION,

Defendants.

Case No. C10-1823-JLR

NONPARTY LG ELECTRONICS, INC.'S
JOINDER IN DEFENDANTS' MOTION
TO SEAL DOCUMENTS AND TRIAL
TESTIMONY AND EXCLUDE
UNAUTHORIZED PERSONS FROM THE
COURTROOM DURING TESTIMONY
REGARDING TRADE SECRETS

NOTE ON MOTION CALENDAR:
Friday, November 9, 2012

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19 Pursuant to the Court's invitation at the October 18, 2012 *Daubert* hearing in this
20 matter, nonparty LG Electronics, Inc. ("LGE") hereby joins Motorola's Motion to Seal
21 Documents and Trial Testimony and Exclude Unauthorized Persons from the Courtroom
22 During Testimony Regarding Trade Secrets (Dkt. No. 495) ("Motion to Seal") as it pertains to
23 the LGE-Motorola license and other licenses to which LGE is a party. LGE supports this
24 motion with the Declaration of Jungsheek Juhn, filed herewith.

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1 As stated in Motorola's Motion to Seal, Motorola anticipates that the parties will seek to
 2 introduce into evidence licenses between Motorola and third parties and patent pools, and will
 3 seek fact and expert testimony about licensing terms related to the Motorola-LGE license, and
 4 certain licenses to which LGE is a party. *See* Dkt. No. 495 at 8-9.

5 LGE considers the terms associated with the Motorola-LGE license agreement,
 6 including but not limited to the royalty rates, pricing and payment terms, and the duration of
 7 that agreement to be confidential and trade secret. Such evidence, and testimony regarding it,
 8 would constitute trade secrets within the Ninth Circuit's definition. *See In re Elec. Arts*, 298 F.
 9 App'x 568, 569 (9th Cir. 2008) ("This is the precise sort of information EA seeks to seal in this
 10 case--the pricing terms, royalty rates, and guaranteed minimum payment terms found in
 11 paragraph 6 of the 2006 Licensing Agreement. This is also information that plainly falls within
 12 the definition of 'trade secrets.'"). As such, the public release of such information would reveal
 13 LGE proprietary information and would place LGE in a weakened bargaining position in future
 14 business negotiations, thereby giving its competitors a significant unfair advantage. Moreover,
 15 such license agreements contain a whole host of terms that are irrelevant to this litigation and
 16 would be of marginal value. Thus, where the harm outweighs the public benefit in releasing
 17 such information, there are compelling reasons for sealing such license agreements.

18 Accordingly, LGE requests that the Motorola-LGE license agreements be sealed in its
 19 entirety. In the event the terms are used as part of a summary, LGE requests that the royalty,
 20 pricing, payment and duration be redacted or, in the alternative, that the courtroom be closed
 21 when those terms are discussed.

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1 RESPECTFULLY SUBMITTED this 5th day of November, 2012.
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3 Dated: November 5, 2012

/s/ Kurt M. Rylander

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10 Of Attorneys for Nonparty LG Electronics, Inc.

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